

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

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U.S. Bancorp Equipment Finance, Inc.,

Case No: 0:12-CV-00069-RHK-JJG

Plaintiff,

vs.

**DEFENDANT'S ANSWER TO  
PLAINTIFF'S COMPLAINT**

Drury Lane Productions, Inc.  
an Illinois corporation,

**DEMAND FOR JURY TRIAL**

Defendant.

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Defendant Drury Lane Productions, Inc. ("DLP") ("Defendant"), by and through its attorneys, hereby answers the Complaint of Plaintiff U.S. Bancorp Equipment Finance, Inc. ("Plaintiff") by denying each and every allegation, matter and thing contained in the Complaint, except as hereinafter admitted, qualified or otherwise stated, and further answers the Complaint by reference to Plaintiff's enumerated paragraphs in the Complaint and asserts the affirmative defenses as follows:

1. Upon information and belief, Defendant admits paragraph 1 of Plaintiff's Complaint that Plaintiff is an Oregon Corporation with a principal place of business in Minnesota.
2. Defendant admits paragraph 2 of Plaintiff's Complaint that Defendant is an Illinois Corporation with its principal place of business in Illinois.
3. Defendant denies paragraph 3 of Plaintiff's Complaint.
4. Defendant denies paragraph 4 of Plaintiff's Complaint and asserts that it did not enter into a Lease Agreement with the Plaintiff.
5. Defendant denies paragraph 5 of Plaintiff's Complaint and asserts that it did not enter into a Lease Agreement with the Plaintiff.
6. Defendant denies paragraph 6 of Plaintiff's Complaint and asserts that it did not enter into a Lease Agreement with the Plaintiff.

7. Defendant denies paragraph 7 of Plaintiff's Complaint and asserts that it did not enter into a Lease Agreement with the Plaintiff.
8. Defendant denies paragraph 8 of Plaintiff's Complaint and asserts that it did not enter into a Lease Agreement with the Plaintiff. Further, Defendant alleges and asserts that the primary actions of the Plaintiff, by and through its employees, occurred in the State of Illinois.

### **AFFIRMATIVE DEFENSES**

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Defendant has acted in accordance with and satisfied the terms of any applicable contracts, and no conditions have occurred that would trigger any liability for the Defendant.
3. Defendant owed no duty to Plaintiff.
4. Plaintiff's Complaint is barred by accord and satisfaction.
5. Plaintiff assumed any risk that may have existed.
6. Plaintiff's negligence resulted in any losses suffered by the Plaintiff.
7. Plaintiff's Complaint is barred by the doctrine of estoppel.
8. Plaintiff's Complaint is barred by the doctrine of release.
9. Plaintiff's Complaint is barred by the doctrine of wavier
10. Defendant reserves the right to amend or add any Affirmative Defenses as they become known through the course of litigation.

**WHEREFORE**, Defendant Drury Lane Productions, Inc., denies liability to Plaintiff and requests that the Court enter judgment in its favor on the claims asserted by Plaintiff, and award Defendant its costs and disbursements, together with such equitable and other relief as this Court deems fair and just.

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Defendant hereby demands a jury trial on all issues so triable.

Dated: January 11, 2012

s/ Michael H. Boyle  
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